



June 11, 2015

Mr. Matt Anderson
University of Washington
Department of Epidemiology
1959 N.E. Pacific St., F250A
Seattle, WA 98195-7236

Re: \$25,000 Restricted Gift from The Coca-Cola Company to The Center for Public Health Nutrition, University of Washington.

Dear Mr. Anderson:

This letter serves as a gift agreement (the “**Gift Agreement**”) made on this 11th day of June, 2015, between The Coca-Cola Company, a Delaware corporation having its principal place of business at One Coca-Cola Plaza, N.W., Atlanta, Georgia 30313 (hereinafter referred to as the “**TCCC**”), and The Center for Public Health Nutrition, University of Washington (“**UW**”), having its principal place of business at 1959 N.E. Pacific Street, F250A, Seattle, Washington 98195-7236 (hereinafter referred to as “**CPHN**”), to support the work of CPHN as described below.

Gift Purpose:

TCCC will provide gift monies as specified in this Gift Agreement for and to be used by CPHN to support activities related to implementation and analyses of National Nutrition and Health Surveys conducted in multiple countries by local health research teams. These activities may include technical advisory capacity building, review of data, and review of reports to public health authorities and others, referred to for purposes of this Gift Agreement as the “**Purpose**.”

These funds will be deposited in budget 65-5165 and used at the discretion of the CPHN Director, Adam Drewnowski, PhD, in a manner consistent with the Purpose.

Gift Amount:

The total gift amount awarded by TCCC to CPHN is U.S. \$25,000 (the “**Gift Payment**”). All gift monies will be used by CPHN for purposes of and to support the Purpose as set forth above.

Payment Schedule:

TCCC will pay CPHN the Gift Payment following the execution of this Gift Agreement by both parties and within thirty (30) calendar days of receipt of a written invoice from CPHN for such Gift Payment.

CPHN agrees that all gift monies provided by TCCC hereunder will be spent and/or used by CPHN only for the purposes of, and to support, the Purpose. CPHN further agrees that the gift monies provided by TCCC hereunder will be used solely to pay costs consistent with this Gift Agreement and associated with the above-described Purpose.


Other Gift Terms:

- **Accounting:** CPHN will administer and account for the payment made by TCCC under this Gift Agreement in accordance with (i) UW's financial policies and rules; (ii) all applicable laws and regulations; and (iii) all rules, procedures and practices consistent with good commercial practice and generally accepted accounting principles (GAAP).
- **TCCC's Right of Inspection:** TCCC and its agents will have a reasonable right of inspection to review and examine CPHN books and records relating to this Gift Agreement for purposes of evaluating and auditing compliance hereunder and for tax-related purposes. The preceding right of TCCC and obligation of CPHN will survive the expiration or termination of this Gift Agreement.
- **Communication and Use of the Other Party's Name/Trademarks:** CPHN and TCCC agree to consult with each other and work together in good faith regarding any communication to any third party(ies) (e.g., media, stakeholders, etc.) regarding any work conducted separately or jointly under this Gift Agreement and/or CPHN's and TCCC's relationship.

Nothing in this Gift Agreement will be construed to grant any party or third party any ownership, license, or authorization to use, or other right or interest in or to, any party's name, trademarks or other intellectual property without consent of the other party, except as may be expressly set forth hereunder.

By our respective signatures below, we agree on behalf of our respective organizations to all of the terms and conditions of this Gift Agreement between TCCC and CPHN, effective as of the date first set forth above.

THE COCA-COLA COMPANY

By: 
Name: **Wamwari Waichungo**
Title: **VP, Global Scientific & Regulatory Affairs**

**CENTER FOR PUBLIC HEALTH
NUTRITION**

By: _____
Name: _____
Title: _____